

ADOT JPA File No.: 06-098  
AG Contract No.: KR06-1319TRN  
Project: Traffic Signal  
Section: SR 347/Casa Blanca Rd  
TRACS No.: HX192 01C  
Budget Source Item No.: 72507 &  
72807

## JOINT PROJECT AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
GILA RIVER INDIAN COMMUNITY

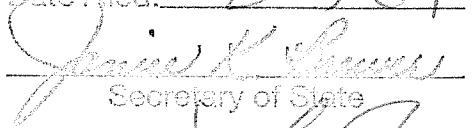
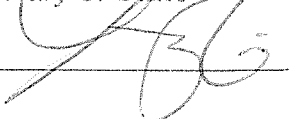
**THIS AGREEMENT** is entered into this date as of February 5th, 2007, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and GILA RIVER INDIAN COMMUNITY, acting by and through its Community Council, pursuant to the laws of the "Gila River Indian Community".

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. Gila River Indian Community is empowered by the Community Council, to enter into this Agreement and has by Resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Gila River Indian Community.
3. The State and Gila River Indian Community have entered into an Agreement to define the maintenance and electrical power responsibilities for a traffic signal constructed within the State's right-of-way, at the intersection of SR 347 at Casa Blanca Road, hereinafter referred to as the "Project". The State will be responsible for the construction of the traffic signal and routine maintenance and ancillary equipment, and the Gila River Indian Community will provide for the electrical power to operate the traffic signal and lighting upon construction.

**THEREFORE**, in consideration of the mutual covenants expressed herein, it is agreed as follows:

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NO. 28704  
Filed with the Secretary of State  
Date Filed: 2-5-07  
  
Secretary of State  
By: 

**II. SCOPE OF WORK**

## 1. The State shall:

- a. Prepare and provide design plans, specifications and other such documents and services required for construction bidding and construction of the Project.
- b. Advertise for bids and award one or more construction contract(s) for the Project. Administer contracts for the Project and make all payments to the contractor(s).
- c. Provide routine operation and maintenance of the traffic signal and lighting, at the State's expense.

## 2. Gila River Indian Community shall:

- a. Grant the State additional right-of-way easement to accommodate the construction of the turning radius necessary for trucks to safely turn at the intersection.
- b. Provide the electrical power to operate the traffic signal and lighting, all at Gila River Indian Community expense, upon completion of construction.
- c. The cattle guard and end slopes that go beyond the cattle guard are the property of the Gila River Indian Community, the cattle guard and the slopes shall be maintain by the BIA.

**III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effective and are incorporated herein. However, it is understood and agreed that, in the event at Gila River Indian Community fails to budget or provide for electrical power, as set forth in this Agreement, the State shall in no way be obligated to be responsible for the electrical power for the traffic signal and lighting. Either party may cancel this Agreement prior to the commencement of construction of the traffic signal and lighting upon a thirty (30) day notice to the other party.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

4. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

5. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518 (B) and (C).

6. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 616E  
Phoenix, Arizona 85007  
(602) 712-7525  
(602) 712-7424 Fax

Doug Torres  
Acting Director of GRIC DOT  
Gila River Indian Community  
P.O. Box 97  
Sacaton, Arizona, 85247  
Phone: (520) 562-6110

7. The written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

7. The written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**GILA RIVER INDIAN COMMUNITY**

**STATE OF ARIZONA**

Department of Transportation

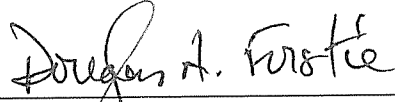
By

 1-22-07

WILLIAM R. RHODES

Governor of the Gila River Indian Community

By



DOUGLAS A. FORSTIE, P.E.


Deputy State Engineer, Operations

G:06-098-Gila River Indian Community  
August 3, 2006-ly  
Revised September 2006-meeting ADOT & GRIC  
Revised December 26, 2006  
Final January 2, 2007

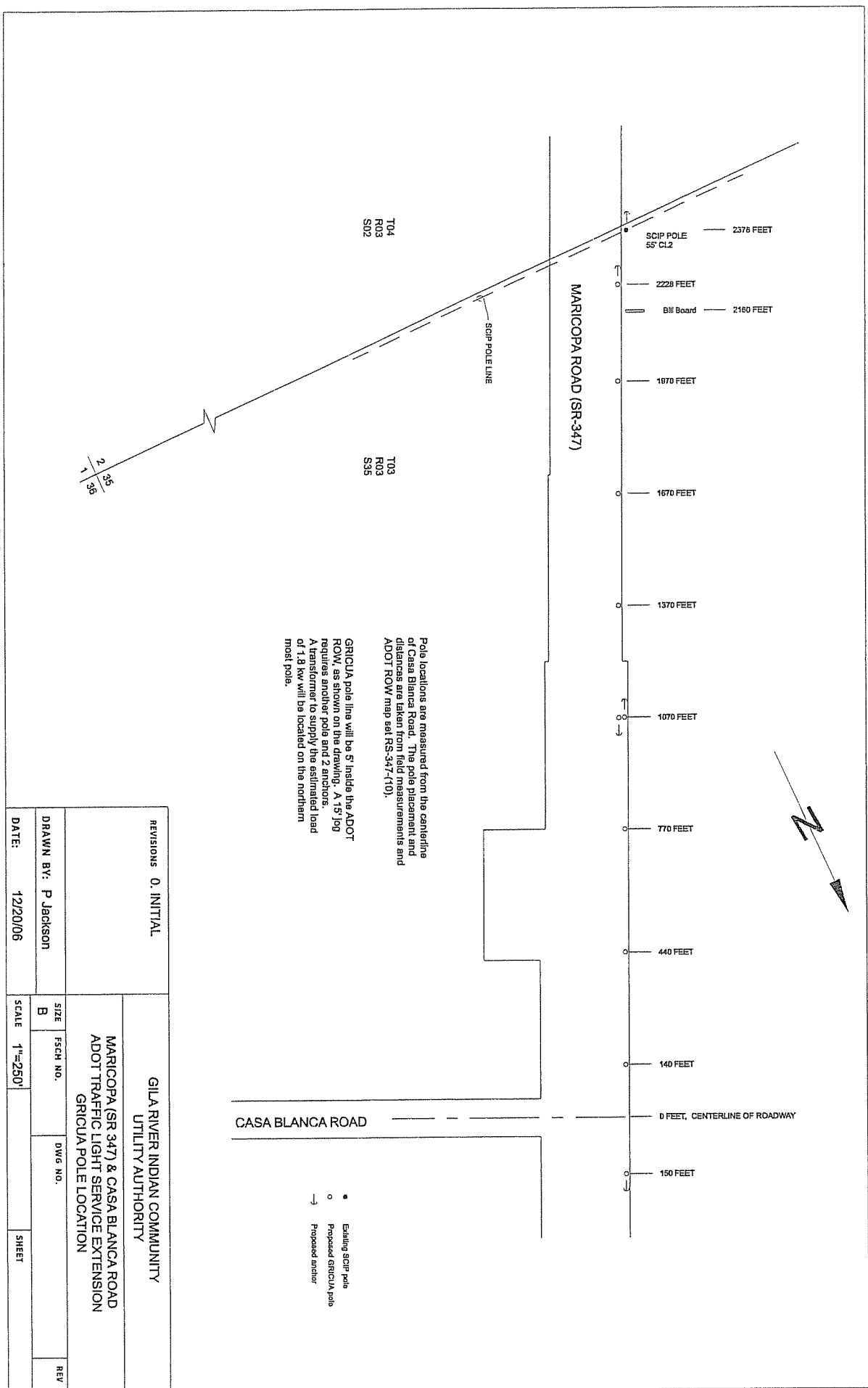
**ATTORNEY APPROVAL FORM FOR THE**

Gila River Indian Community

I have reviewed the above referenced Agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, AND THE GILA RIVER INDIAN COMMUNITY and declare that this Agreement is within the powers and authority of the COMMUNITY COUNCIL and under the laws of the COMMUNITY COUNCIL. No opinion is expressed as to the authority of the State to enter into this Agreement.

  
\_\_\_\_\_

Date 1/22/02 \_\_\_\_\_





# GILA RIVER INDIAN COMMUNITY

SACATON, AZ 85247

## RESOLUTION GR-10-07

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE GILA RIVER INDIAN COMMUNITY AND THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION AND MAINTENANCE OF A TRAFFIC SIGNAL AT THE INTERSECTION OF SR 347 AND CASA BLANCA ROAD.**

**WHEREAS,** the Gila River Indian Community Council (the “Community Council”) is the governing body of the Gila River Indian Community (the “Community”); and

**WHEREAS,** the Community Council, together with the Office of the Governor and the Administration, oversees and administers a variety of Community governmental departments and programs for the benefit of the Community and Community members; and

**WHEREAS,** the Community has established the Gila River Indian Community Department of Transportation (“GRIC DOT”) for the purpose of planning, constructing and maintaining public transportation routes within the Gila River Indian Community; and

**WHEREAS,** GRIC DOT and the State of Arizona Department of Transportation (“ADOT”) have determined that there is a need for a traffic signal at the intersection of State Road 347 and Casa Blanca Road; and

**WHEREAS,** the proposed traffic signal will be located within the State of Arizona’s existing right-of-way;

**WHEREAS,** GRIC DOT has negotiated a *Joint Project Agreement* (“JPA”) with ADOT for the construction and maintenance of a traffic signal at the intersection of State Road 347 and Casa Blanca Road; and

**WHEREAS,** the ADOT is authorized, under the Arizona Revised Statutes, Sections 11-951 through 11-954 to enter into intergovernmental agreements, but require that such agreements be authorized by resolution of the legislative or governing body of the government; and

**WHEREAS,** the Community Council finds that the JPA is in the best interests of the Gila River Indian Community.

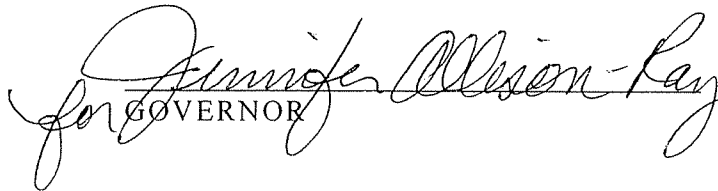
**NOW, THEREFORE, BE IT RESOLVED,** that the Community hereby agrees to and approves the attached *Joint Project Agreement* between the Gila River Indian Community and the Arizona Department of Transportation.

**BE IT FINALLY RESOLVED**, that the Community Council authorizes and directs the Governor, or in the Governor's absence the Lieutenant Governor, to execute and take all other necessary steps to effect the intent of this Resolution.

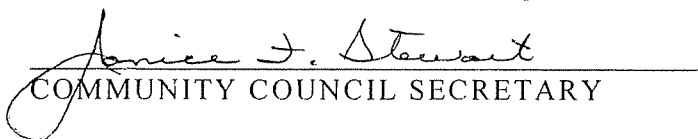
**CERTIFICATION**


Pursuant to authority contained in Article XV, Section 1, (a), (1), (9), (18), and Section 4 of the amended Constitution and Bylaws of the Gila River Indian Community, ratified by the Tribe January 22, 1960 and approved by the Secretary of the Interior on March 17, 1960, the foregoing Resolution was adopted this 17th day of January, 2007 at a Regular Community Council Meeting held in District 3, Sacaton, AZ at which a quorum of 15 Members were present by a vote of: 15 FOR; 0 OPPOSE; 0 ABSTAIN; 2 ABSENT; 0 VACANCIES.

GILA RIVER INDIAN COMMUNITY

  
GOVERNOR

ATTEST:

  
COMMUNITY COUNCIL SECRETARY

<p>TERRY GODDARD Attorney General</p>	<p> <b>OFFICE OF THE ATTORNEY GENERAL</b> STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR06-1319TRN (**JPA 06-098**), an Agreement between public agencies, i.e., The State of Arizona and Gila River Indian Community, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: January 29, 2007

TERRY GODDARD  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:mjf:997238  
Attachment